

### REMARKS

Claims 1-9, 11-14, 16-20, 23, 24, 26-31, and 33-51 were pending as of the action mailed on December 28, 2007. Claims 1, 9, 13, 30, 38, 42, and 50 are in independent form. Reconsideration of the action is respectfully requested in light of the following remarks.

The examiner rejected claims 1, 9, and 13 under 35 U.S.C. § 101 as allegedly directed to non-statutory subject matter. The examiner rejected claims 1, 9, 13, 30, 38, 42, and 50 under 35 U.S.C. § 112, first paragraph, as allegedly failing to comply with the written description requirement. The examiner rejected claims 1-7, 9-10, 12-17, 19, 23-28, 30-36, 38-39, 41-46, 48, and 50 under 35 U.S.C. § 103(a) as allegedly unpatentable over U.S. Patent Application Publication No. 2002/0010746 ("Jilk") in view of Dusse et al. RFC 2311 ("Dusse").

### **Section 101 Rejections**

The examiner states that claims 1, 9, and 13 "state a 'computer program product.' This is non-statutory subject matter. The addition of a machine readable medium, or computer readable medium does not make a computer program product statutory" (Office Action at page 2). The applicant respectfully disagrees.

The examiner does not identify any support for assertion that claims, 1, 9, and 13 recite non-statutory matter. In contrast, MPEP § 2106.01 clearly states that "a claimed computer-readable medium encoded with a computer program is a computer element which defines structural and functional interrelationships between the computer program and the rest of the computer which permit the computer program's functionality to be realized, and is thus statutory. See Lowry, 32 F.3d at 1583-84, 32 USPQ2d at 1035."

Claims 1, 9, and 13 recite "a computer program product, tangibly stored on a machine-readable medium." Applicant respectfully submits that this construction satisfies MPEP § 2106.01. Therefore, claim 1, 9, and 13 clearly recite statutory subject matter.

### **Section 112, First Paragraph Rejections**

Claims 1, 9, 13, 30, 38, 42, and 50 were rejected as failing to comply with the written description requirement. Specifically, the examiner first notes that the claims recites “a first application” “a second application” and that the “second application is an e-mail client or web browser”. The examiner then states that the first and second application concept and separation is not found in the specification. Applicant respectfully disagrees.

The specification recites a computer program that is used to generate container objects. *See e.g.*, specification at page 4, lines 26-27. This corresponds to the claimed first application. Additionally, the specification gives an example of the computer program as Adobe Acrobat 5.0. *See e.g.*, specification at page 8, line 26. The specification also recites a web browser application that identifies the associated application program such as the first application to process container objects, *e.g.*, when an HTTP protocol is used for sending or receiving containers. *See e.g.*, specification at page 8, lines 10-12. Moreover, the specification recites an example of receiving the container at Acrobat from the web browser. *See e.g.*, specification at page 8, lines 28-30. Finally, the specification discloses using e-mail addresses for sending/receiving containers instead of URL's associated with the HTTP protocol. *See e.g.*, specification at page 5, line 27 to page 6, line 6. Naturally, an e-mail application is typically used to send/receive e-mail communications.

Applicant respectfully submits that the specification supports the recitation of distinct first and second applications in the claims. Withdrawal of the section 112, first paragraph rejection is respectfully requested.

### **Section 103 Rejections**

Claim 1 stands rejected over Jilk and Dusse. Claim 1 is directed to a computer program product comprising a first application's instructions to perform operations on a client. The operations include generating a first container object and using a second application on the client distinct from the first application to transmit the first container

object to a recipient's address, wherein the second application is an e-mail client application or a web browser application. Additionally, the first application's instructions include instructions to perform operations, including automatically obtaining a second container object from the second application and automatically identifying and extracting one or more certificates from within the second container object.

The examiner states that Jilk discloses the claimed first application as an e-mail application and the claimed second application as Winsock. The applicant respectfully disagrees.

Specifically, with respect to Winsock, the examiner states that "Winsock is integral to any web browser application as to be part of said web browser application. Thus, according to the prior rejection, Winsock could be interpreted as part of a web browser application" (Office Action at page 2).

The only reference in Jilk to Winsock is found at paragraph 150, which reads as follows:

An HTTP request is thus formatted (step 1503) using the data from step 1309 according to the HTTP specification and as illustrated in exemplary form in FIG. 16. A connection is made to the Web server 507 (step 1505), in one embodiment, a TCP/IP socket connection, using, for example, the "Winsock" library under the Microsoft Windows operating environment or the "Berkeley sockets" library under variants of UNIX. Those skilled in the art will find straightforward the implementation of TCP/IP socket connections and transmissions. The HTTP request is transmitted to the Web server using the connection (step 1507), the system waits for the response (step 1511) and the HTTP response is received from the Web server 507 over the Web server connection. The Web server (e.g., socket) connection is then closed either by the system or the Web server.

The cited paragraph simply states that Winsock can be used to form a TCP/IP socket connection. There is no disclosure that Winsock is "part of a web browser" application. Furthermore, Winsock (or more formally, the "Windows Sockets API") is an application program interface, not an application. It defines a standard interface *between* a Windows TCP/IP client application and the underlying TCP/IP protocol stack. *See e.g.*, <http://en.wikipedia.org/wiki/Winsock>. Thus it defines how Windows network

applications can access network services. Thus, the above paragraph simply describes the underlying mechanism that allows an HTTP request to be sent in order to retrieve a web page from a web server. *See* paragraphs 149-150. The applicant respectfully submits that an API and an application are fundamentally distinct.

The examiner attempts to deflect the applicant's prior arguments that Winsock is not an application by arguing that Winsock must be part of a web browser and, thus, disclosure of Winsock necessarily discloses a web browser. The applicant respectfully submits that the examiner has provided no basis for such a claim. The examiner has provided no citation in Jilk disclosing or suggesting that Winsock is being considered part of or used with a web browser application. Additionally, as set forth above, Winsock is an API that defines how particular Windows applications, for example an FTP client, access TCP/IP. Winsock can be used with many applications both directly and indirectly, other than a web browser application.

Moreover, the examiner's assertion that the claimed second application is therefore a web browser using Winsock is inconsistent with both Jilk and the claim as a whole. In particular, Jilk discloses using an e-mail application to directly access a web site without using a web browser. *See* paragraph 11. Thus, if any application is using Winsock on the client to access the network, it is the e-mail application, which was identified as the first application, not the distinct second application. Consequently, the client is clearly not using a web browser application to send the request. Therefore, Jilk does not disclose or suggest a first application that generates a first container object and that uses a second application on the client distinct from the first application to transmit the first container object to a recipient's address.

Additionally, claim 1 specifically requires that the second application be distinct from the first application and that the second application be either an e-mail application or a web browser. Since the examiner identifies the first application as the e-mail application in Jilk, the second application cannot be an e-mail application and must be a

web browser application. However, as recited above, Jilk explicitly discloses using the e-mail application instead of a web browser.

Finally, the first application cannot be the e-mail application of Jilk because each of the independent claims recite features not found in Jilk's e-mail application. In particular, claim 1 recites that the first application has instructions to perform all the operations recited in the claim, including generating a first container object containing a sender's certificate or a request for a recipient's certificate, using a second application (an e-mail client or a Web browser) to transmit the first container object to a recipient, automatically obtaining a second container object from the second application, and automatically identifying and extracting one or more certificates. Jilk does not disclose or suggest that the e-mail application includes instructions to perform all of these operations.

The applicant respectfully submits that claim 1, as well as claims 2-8, 23-24, and 26-28, which depend from claim 1, are in condition for allowance.

Claim 9 was rejected over Jilk and Dusse. Claim 9 recites a first application having instructions to perform operation on a client including obtaining a container object from a second distinct application that is either an e-mail client application or a web browser application. Claim 9 further recites the first application's instructions to perform operations including recognizing that the container object may include a certificate and determining whether the container object includes a certificate. For at least the same reasons as set forth above with respect to claim 1, claim 9, as well as claims 11-12, which depend from claim 9, are also in condition for allowance.

Claim 13 was rejected over Jilk and Dusse. Claim 13 recites a first application and a second distinct application where the second application is an e-mail client application or a web browser application. For at least the same reasons as set forth above with respect to claim 1, claim 13, as well as claims 14 and 16-20, which depend from claim 13, are also in condition for allowance.

Claim 30 was rejected over Jilk and Dusse. Claim 30 recites features corresponding to claim 1 and rejected for the same reasons as claim 1. Therefore, the applicant respectfully submits that claim 30, as well as claims 31, and 33-37, which depend from claim 30, are allowable for at least the same reasons as claim 1.

Claim 38 was rejected over Jilk and Dusse. Claim 38 recites features that correspond to those of claim 9 and rejected for the same reasons as claim 1. Therefore, the applicant respectfully submits that claim 38, as well as claims 39-41, which depend from claim 38, are allowable for at least the same reasons as claim 9.

Claim 42 was rejected over Jilk and Dusse. Claim 42 recites features that correspond to those of claim 13 and rejected for the same reasons as claim 13. Therefore, the applicant respectfully submits that claim 42, as well as claims 43-49, which depend from claim 42, are allowable for at least the same reasons as claim 13.

Claim 50 was rejected over Jilk and Dusse. Claim 50 includes features that correspond to those of claims 1 and 13 and rejected for the same reasons as those claims. Therefore, the applicant respectfully submits that claim 50, as well as claim 51, which depends from claim 50, are allowable for at least the same reasons as claims 1 and 13.

### **Conclusion**

For the foregoing reasons, the applicant respectfully submits that all the claims are in condition for allowance.

By responding in the foregoing remarks only to particular positions taken by the examiner, the applicant does not acquiesce with other positions that have not been explicitly addressed. In addition, the applicant's selecting some particular arguments for the patentability of a claim should not be understood as implying that no other reasons for the patentability of that claim exist. Finally, the applicant's decision to amend or cancel any claim should not be understood as implying that the applicant agrees with any positions taken by the examiner with respect to that claim or other claims.

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Page : 21 of 21

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Respectfully submitted,

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